

# Film&TVLocations

MediaCityUK

The following terms and conditions govern the permission given by Peel Group Limited of Peel Dome, The Trafford Centre, Manchester M17 8PL (“we”, “us” or “ourselves”) to

\_\_\_\_\_ (“you”)

to undertake filming at \_\_\_\_\_ (the “Property”).

We warrant that we are the owner of the Property and that we require no third party authority to give you permission to undertake filming within the common areas of the Property, and we are entitled to impose these terms and conditions and to charge and receive any facility fee.

## 1. Definitions

In these terms and conditions, references to:

- (a) “Crew” shall include all personnel, including interviewees and extras, who are part of the filming on-site at the Property;
- (b) “Film” “Filming Period” and “Filming” shall comprise all recording activity on-site whether by video or audio;
- (c) “Fee” shall have the meaning set out in clause 5;
- (d) “Location” shall include all common parts, docks, open areas, car parks, landscaped areas and other common parts of the Property;
- (e) “Filming” shall include:
  - preparing any Location for filming and subsequently restoring it to its present state;
  - the filming of Location;
  - and “filming period” means the period from \_\_\_\_\_
- \* “Territory” means the world;
- (f) where the context admits references to “we”, “us” “ourselves” or “our” include references to any authorised representative of Peel Group Limited.

## 2. Permission to film

The permission granted by this agreement is strictly subject to:

- (a) your warranty, undertaking and agreement deemed given by the acceptance of these terms of conditions that you have the authority and legal capacity to enter into this agreement to film at the Property on these terms and conditions;
- (b) payment by you of the Fee; and
- (c) your discharge in full of each and every obligation hereunder;

We will grant you and your Crew non-exclusive permission during the Filming Period to enter

upon and use the Location solely for the purpose of filming and producing the Film subject to the following terms and conditions.

### 3. Location Management

You shall:

- (a) not use the Location for any purpose other than Filming and you acknowledge that the Location has not been designed or adapted for such purpose. You accept that no warranty is given by us that the Location is safe, appropriate or fit for the purpose of filming and you agree to make your own investigations of the safety and adequacy of the Location for filming and to comply with your responsibilities under these terms and conditions without damage or injury to public visitors to the Property, any of the Crew or to any of our employees, agents or contractors;
- (b) take reasonable care to ensure the proper and careful use of the Location and that you do not:
  - (i) interfere with the normal use of the Property; or
  - (ii) cause nuisance, damage, annoyance or disturbance to such use;
- (c) not damage, interfere with, change, add to or alter the Location and/or the contents thereof without our prior approval (which, if granted, shall be subject to your restoration to our satisfaction of the Location or, at our discretion, to you meeting the full cost of restoration by us);
- (d) notify us immediately of any damage you cause to the Location and make immediate good to our satisfaction or, at our option, pay the full cost of making good or full compensation for any loss or damage to any part of the Location, or to the contents thereof, arising out of such damage;
- (e) comply (at your own cost) with any directions you are given by us (including, without limitation, directions as to the induction of the Crew, access, the positioning of barriers, deliveries, parking, the movement and searching of vehicles and routing of power leads) to prevent injury or damage being caused to the Location, any part of the Property, its tenanted areas or the visiting public. You accept that we retain ultimate control of access and security before, during and after the Filming Period and reserve the right to refuse to allow anyone or anything to enter or remain on-site at the Property if we consider there to be a risk to people or property and to stop and search any person entering or leaving or otherwise using the Property;
- (f) seek our express prior approval for any equipment that will be brought to the Location which shall (where applicable) comply with the Electricity at Work Regulations 1989, the Electrical Equipment(Safety) Regulations 1994 and meet all minimum safety standards required by law (and you shall notify us of any health and safety hazards which may arise in connection with the use of the Equipment in the Location or its carriage across our premises and you shall inform all persons engaged in the performance of any duty in connection therewith of all such hazards and shall instruct such persons in connection with any necessary associated safety measures);
- (g) seek our express prior approval for any special effects that you propose to use, all proposed arrangements for power supply and electrical installations (including lighting and sound systems) your requirements (if any) regarding the supply of power, lighting, water and any security arrangements or other facilities you propose for the Location or

for the benefit and convenience of the Crew (and save and unless expressly agreed we shall not provide any heating or lighting for the filming, any water supply, designated WCs other than public facilities or any other facilities for you or the Crew);

- (h) provide full details of and seek our prior confirmation of the security clearance for all members of the Crew. Such details shall include information as to which of the Crew will be present on each day of the Filming Period. You accept that we reserve the right and unfettered discretion either to refuse access to the Location to any member of the Crew who has not been security cleared by us or to charge you the additional cost of providing a security officer to accompany members of the Crew who enter upon the Location without security clearance;
- (i) seek our prior consent for the types and registration numbers of all vehicles, trailers and plant directly connected with and to be in attendance at the filming and for the proposed siting of any mobile facilities including (without limitation) any caravans, trailers or generators being brought to the Location (or other part of the premises of the Property);
- (j) provide written evidence (including full details of any special factors or associated risks or any other special or unusual activities in relation to the filming) and seek our prior agreement to your method statement and risk assessment under the Management of Health and Safety at Work Regulations 1999 and all other relevant health and safety requirements whether contained in statute, secondary legislation, by-laws or applicable codes of practice. You further agree to provide, at your own cost, any equipment required by us or by any other authority for health and safety reasons (e.g. an additional fire extinguisher) unless we have agreed in writing to provide it;
- (k) remove from the Location before the end of the Filming Period all equipment used for the filming (including, without limitation, generators, temporary structures and mobile facilities) not supplied by us and all litter or waste resulting from the filming. You accept that if these responsibilities are not completed to our satisfaction we may remove such equipment, litter and waste and charge all costs and expenses incurred in so doing to you and that such costs and expenses shall be payable on demand;
- (l) to accept full responsibility for and provide against all risks and contingencies whatsoever which may arise out of or in consequence of the use of the Property for the aforesaid purpose and to make good and pay for any damage loss or injury (including loss of life) of or to the estate property or works of us or to the Property or life or any person (including our own employees, servants or agents whether or not the same are concerned with the aforesaid purpose) arising out of or in connection with or in consequence of the use of the Property for the aforesaid purposes howsoever caused;
- (m) to indemnify us and keep us harmless from all actions claims demands losses and proceedings whatsoever and all costs charges and expenses in connection herewith which may be brought against or made upon us or to which they may be put in respect of any such damage loss or injury as aforesaid arising out of your negligence or any breach by you of the terms and conditions of this agreement.
- (n) Ensure that all vessels connected to the filming do not contaminate the waterways of the estate. All tanks must be emptied and cleaned before use. You indemnify us from all possible contamination issues that may arise from your use of the waterway.

#### **4. Insurance**

You shall:

- (a) provide, before the start of the Filming Period and to our satisfaction evidence that you have, at your own expense, taken out sufficient insurance policies to cover your liabilities under these terms and conditions and you undertake and agree to maintain such insurance policies in full force and effect for as long as liabilities may arise under the permission granted by us;
- (b) pay any additional insurance premium as required by the insurers referred to in (a) above in connection with the filming;
- (c) at our election procure that our interest is noted on such insurance policies and that such policies stipulate any special insurance conditions that we require you to satisfy;
- (d) prior to the Filming Period provide evidence to us that Public Liability Insurance to the sum of £10,000,000 is in place together with evidence (if required) of the payment of such additional premium.

#### **5. Fees**

You agree to pay to us the following fee in advance:

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#### **6. VAT Invoice**

If requested we will send you an invoice containing all the information required in a tax invoice for VAT purposes and (unless otherwise agreed in writing) we shall be paid within 14 days of receipt by you of a properly payable invoice.

#### **7. Third party rights**

- (a) save as below provided a person who is not a party to the permission hereby granted has not right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these terms and conditions;
- (b) we shall be entitled to enforce the benefit of your obligations and responsibilities hereunder against you.

#### **8. Entire Agreement**

Save that nothing herein shall be deemed to exclude or limit liability for fraudulent misrepresentation, these terms and conditions and your application for permission to film at the Property contain the entire agreement between the parties with respect to the subject matter of the permission granted to you and supersede all previous agreements and understandings between us with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

## **9. Waiver**

Failure or neglect by us to enforce at any time any of these terms and conditions shall not be construed nor shall it be deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part hereof nor prejudice our rights to take subsequent action.

## **10. Severability**

In the event that any of these terms and conditions shall be determined invalid, unlawful or unenforceable to any extent, such term or condition shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

## **11. Notices**

- (a) any notice, invoice or other document to be given hereunder shall be delivered or sent by first class registered post or facsimile transmission to us c/o The Company Secretary, Peel Dome, The Trafford Centre, Manchester, M17 8PL;
- (b) any notice, invoice or other document to be given hereunder shall be delivered or sent by first class registered post or facsimile transmission to you at your address appearing in your application for permission to film at the Property or to such other address as you shall notify to us in writing.

## **12. Force Majeure**

- (a) Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of these terms and conditions arising by reason of force majeure, namely, circumstances beyond its control (which shall include, but shall not be limited to, fire, flood, sabotage, embargo, strike or lock-out, riot, war, terrorism or acts of local government and parliamentary authority);
- (b) Each party agrees to give the other party notice forthwith upon becoming aware of an event of force majeure giving details of the nature and extent of the circumstances in question and the length of time for which it is expected that such circumstances shall subsist.

## **13. Law**

- (a) you agree that the permission granted to you subject to these terms and conditions shall be governed by and interpreted in accordance with English and Welsh law, and you agree to submit to the exclusive jurisdiction of the courts of England and Wales;
- (b) this Agreement is personal to you and cannot be assigned;
- (c) this Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior agreements, representations and warranties.

## **14. Tenanted Areas**

If you apply to film in any of the areas demised to tenants, you will be required to make separate arrangements with such tenants, as we have no rights to confer permission to film in such areas.

**15. Confidentiality**

The parties hereto agree not to disclose to any person any confidential information relating to the other party's business and shall not use any other party's confidential information for any other purpose than to perform its obligations under this agreement

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**SIGNED by**

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For and on behalf of  
Peel Group Limited

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**SIGNED by**

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For and on behalf of

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